

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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Boscaino Collision & Towing Corp.,
Individually and on behalf of itself and other
similarly situated collision repair shops and
towing companies located in the City of New York

Docket No: 23-CV-7510

Plaintiffs,

COMPLAINT

- against -

Rudolph J. Meola,
Law Office of Rudolph J. Meola, and
Meola Law Firm

Defendants.
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Plaintiff by their attorneys, ROSEN LAW LLC for its complaint in this action, alleges
as follows:

JURISDICTION AND VENUE

1. That the United States District Court for the Eastern District of New York has jurisdiction over the parties, pursuant to 28 U.S.C. §1692, et.seq. (Fair Debt Collection Practices Act), 15 USC §1, 28 U.S.C. §1331, 15 U.S.C. §1692k(d) and supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. §1367(a). Declaratory relief is available pursuant to 28 U.S.C. §§2201(a) and 2202.

2. The United States District Court for the Eastern District of New York has venue pursuant to 28 U.S.C. §1391 because it is the district where a substantial part of the events giving rise to Plaintiffs' claims occurred – namely, where the vehicles which were the subject of this action and of the garageman's liens were towed, stored and located.

JURY DEMAND

3. Plaintiff demands a jury trial.

FACTS OF THIS CASE

4. This is an action brought under the Fair Debt Collection Practices Act, Sherman Act, and New York law.

5. This action is brought against Defendants because Defendants have engaged in the improper practice of commencing lawsuits and proceedings over the course of more than twenty years¹, in the Supreme Court of the State of New York, County of Albany, an improper venue, against hundreds or thousands of automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County on behalf of Defendants' clients to vacate garageman's liens filed by automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County for fees for the towing and storage of motor vehicles.

¹ Twenty years refers to Defendant Rudolph Meola and his entities that were the predecessors of the Law Office of Rudolph J. Meola and Meola Law LLC.

6. Upon information and belief, some of the recent proceedings that Defendants commenced in the Supreme Court of the State of New York, Albany County, New York against automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County are as follows, upon information and belief, based solely on having venue in Albany County by naming the New York State Department of Motor Vehicles as a party respondent.

Petitioner	Respondent	Case # in Supreme Court, Albany County	Date Filed
Ally Bank	BX Auto Concept Corp	909052-23	9/22/2023
American Honda Finance Corp.	BX Auto Concept Corp	909051-20	9/22/2023
Santander Consumer USA, Inc.	Sullivan's Service Station	909024-23	9/22/2023
TD Bank, NA	BX Auto Concept Corp	909048-23	9/22/2023
VW Credit Inc., and VW Credit Leasing LTD	BX Auto Concept Corp	909049-23	9/22/2023
American Honda Finance Corp.,	Park 139th LLC	908942-23	9/21/2023
CCAP Auto Lease LTD	First Choice Collision Corp	908590-23	9/21/2023
Chrysler Capital	800 Flatbush Ave Parking LLC	908929-23	9/21/2023
Santander Consumer USA, Inc.	Bowery Auto Body Inc.	908933-23	9/21/2023
Santander Consumer USA, Inc.	Big Tows, Inc.	908924-23	9/21/2023
TD Bank, NA	Carzmetics Auto Salon	908952-23	9/21/2023
Acar Leasing LTD and Wells Fargo Bank NA	AK Collision Inc.	908620--23	9/14/2023
Mercedes-Benz Financial Services USA LLC	Bumper To Bumper Auto Experts Corp.	908626-23	9/14/2023
Palisades Funding Corp.	Helms Bros Inc.	908623-23	9/14/2023

Santander Consumer USA, Inc.	Novak Auto Corp.	908629-23	9/14/2023
American Honda Finance Corporation	Nuplus Towing & Recovery Corp.	908602-23	9/13/2023
Nissan Motor Acceptance Company LLC	M&N Repair & Body Shop Inc.	908295-23	8/31/2023
TD Bank, NA	Eurowise Auto Workz LLC	908297-23	8/31/2023
TD Bank, NA	Eurowise Auto Workz LLC	908297-23	8/31/2023
Flagship Credit Acceptance LLC	Riverdale Fast Parking Corp.	908273-23	8/30/2023
Mercedes-Benz Financial Services USA LLC	Auto Magic Coll CTR & Towing Inc.	908243-23	8/30/2023
Westlake Financial Services	Xaiver Truck Road Service Inc.	908271-23	8/30/2023
Westlake Services LLC dba Westlake Financial Services	Rays Service Center Inc.	908249-23	8/30/2023
Ally Bank	Ford Of Smithtown	907287-23	8/3/2023
Ally Bank	Serna Enterpirse Inc.	907231-23	8/2/2023
Ally Bank	Serna Enterprises Inc.	907231-23	8/2/2023
Ally Bank	Fazio Bros, Auto Inc.	907219-23	8/2/2023
Ally Capital	CC&E Automotive Corp.	907250-23	8/2/2023
Ally Capital	Hard Core Automotive Corp.	907248-23	8/2/2023
Ally Capital	CC&E Automotive Corp.	907250-23	8/2/2023
Ally Capital	Hard Core Automotive Corp.	907248-23	8/2/2023
VW Credit Inc., and VW Credit Leasing LTD	One Choice Automotive	9077260-23	8/2/2023
VW Credit Inc., and VW Credit Leasing LTD	One Choice Automotive	907261-23	8/2/2023
Westlake Financial Services	Runaway Towing Corp.	907257-23	8/2/2023
Westlake Financial Services	Runaway Towing Corp.	907257-23	8/2/2023
Westlake Financial	Pro Shop North Auto	907256-23	8/2/2023

Services	Body		
Mercedes-Benz Financial Services USA LLC	H&S Auto Body Work	907158-23	7/31/2023
Mercedes-Benz Financial Services USA LLC	H&S Auto Body Work	907158-23	7/31/2023
Santander Consumer USA, Inc.	Auto Body & Collision Inc.	907158-23	7/31/2023
Santander Consumer USA, Inc.	Fulton Auto Body & Collision	907159-23	7/31/2023
Nissan Motor Acceptance Company LLC	Northside Auto II Inc.	907106-23	7/28/2023
Nissan Motor Acceptance Company LLC	Northside Auto II Inc.	907106-23	7/28/2023
Santander Consumer USA, Inc.	A&P Towing And Transport, Inc.	907087-23	7/28/2023
Toyota Motor Credit Corporation	Hollis Court Collision & Recovery Inc.	907109-23	7/28/2023
Toyota Motor Credit Corporation	Hollis Court Collision & Recovery Inc.	907109-23	7/28/2023
Toyota Motor Credit Corporation	Runaway Towing Corp.	907086-23	7/28/2023
Westlake Financial Services	Hudson Collision 1 Inc.	907072-23	7/28/2023
Westlake Financial Services	TKO Service Corp.	907085-23	7/28/2023
Westlake Financial Services	TKO Service Corp.	907085-23	7/21/2023
CCAP Auto Lease LTD	Martino Auto Concepts	906808-23	7/20/2023
Mercedes-Benz Financial Services USA LLC	Collision Proz Autobody Corp.	906803-23	7/20/2023
Mercedes-Benz Financial Services USA LLC	Collision Proz Autobody Corp.	906803-23	7/20/2023
Santander Consumer USA, Inc.	Brooklyn Road Runner Corp.	906810-23	7/20/2023
Santander Consumer USA, Inc.	Brooklyn Road Runner Corp.	906810-23	7/20/2023
Santander Consumer	AAAA Nassau Inc.	906806-23	7/20/2023

USA, Inc.			
Toyota Motor Credit Corporation	D Best Auto Repair Inc.	906807-23	7/20/2023
Toyota Motor Credit Corporation	D Best Auto Repair Inc.	906807-23	7/20/2023
Westlake Financial Services	Hunts Point Service Station	906429-23	7/20/2023
Flagship Credit Acceptance LLC	Myrtle Ave Parking	906425-23	7/12/2023
Santander Consumer USA, Inc.	Hyatts Garage Inc.	906413-23	7/12/2023
Santander Consumer USA, Inc.	Hyatts Garage Inc.	906413-23	7/12/2023
TD Bank, NA	Auto Storage Systems, Inc.	906385-23	7/12/2023
VW Credit Inc., and VW Credit Leasing LTD	Studio Cars LLC	906410-23	7/12/2023
VW Credit Inc., and VW Credit Leasing LTD	Studio Cars LLC	906410-23	7/12/2023
American Honda Finance Corp.	Kwik Automotive LLC	905516-23	6/22/2023
CCAP Auto Lease LTD	Auto Fresh Inc.	905517-23	6/22/2023
Santander Consumer USA, Inc.	Angel Auto Repair	905510-23	6/22/2023
Santander Consumer USA, Inc.	Angel Auto Repair	905510-23	6/22/2023
VW Credit Inc., and VW Credit Leasing LTD	K And B Auto Corp	905518-23	6/22/2023
Nissan Motor Acceptance Company LLC	Excellence Auto & Towing	905440-23	6/21/2023
Nissan Motor Acceptance Company LLC	Excellence Auto & Towing	905440-23	6/21/2023
Noble	RPS Auto Inc.	905439-23	6/21/2023
Toyota Motor Credit Corp.	FR Limo, Inc.	905442-23	6/21/2023
Toyota Motor Credit Corp.	FR Limo, Inc.	905442-23	6/21/2023
Westlake Financial	Clutch Towing Inc.	905442-23	6/21/2023

Services			
Westlake Financial Services	Bob and Fred Bethpage Auto Body	905451-23	6/21/2023
Westlake Financial Services LLC dba Westlake Financial Services	Clutch Towing Inc.	905452-23	6/21/2023
Westlake Financial Services LLC dba Westlake Financial Services	Bob and Fred Bethpage Auto Body	905451-23	6/21/2023
Daimler Truck Financial Services USA, LLC	Seferino Robles Transportation LLC	905306-23	6/19/2023
Affinity Federal Credit Union	Autorama Enterprises, Inc.	904878-23	6/6/2023
Flagship Credit Acceptance LLC	All Star Auto Repair	904375-23	6/2/2023
HVT, Inc.	Spark Plug Automotive Inc.	904709-23	6/1/2023
HVT, Inc.	Spark Plug Automotive Inc.	904709-23	6/1/2023
Mercedes-Benz Financial Services USA LLC	Auto Security Unlimited, Inc.	904705-23	6/1/2023
Mercedes-Benz Financial Services USA LLC	Auto Security Unlimited, Inc.	904705-23	6/1/2023
TD Bank, NA	Dent Buster Autobody & Collision	904729-22	6/1/2023
Toyota Motor Credit Corporation	Gravesend Auto Ent Inc.	904699-23	6/1/2023
Toyota Motor Credit Corporation	Gravesend Auto Ent Inc.	904699-23	6/1/2023
American Honda Finance Corp.	Jedi Auto Works Collision	904691-23	5/31/2023
First New York FCU	Towaway LLC	904685-23	5/31/2023
Hyundai Capital America, Inc. and Hyundai Lease Titling Trust	Competition Motorsportz LLC	90683-23	5/31/2023
TD Bank, NA	Even Harder Automotive Corp.	904229-23	5/12/2023
M&T Bank	Pemco Contracting Inc.	904208-23	5/11/2023

Exeter Finance LLC	Franco Collision Inc.	904193-23	5/10/2023
Exeter Finance LLC	Franco Collision Inc.	904193-23	5/10/2023
Hyundai Capital America, Inc. and Hyundai Lease Titling Trust	Spray City Inc.	904198-23	5/10/2023
Santander Consumer USA, Inc.	Enchanted Mountain Recovery	904187-23	5/10/2023
Toyota Motor Credit Corporation	BX Auto Concept Corp.	904197-23	5/10/2023
Toyota Motor Credit Corporation	Jeg Auto Repair, Inc	904183-23	5/10/2023
Toyota Motor Credit Corporation	BX Auto Concept Corp.	904197-23	5/10/2023
First New York FCU	Strong Towing & Recovery LLC	904156-23	5/9/2023
First New York FCU	Essentials Auto Repair	904155-23	5/9/2023
First New York FCU	Strong Towing & Recovery LLC	904156-23	5/9/2023
First New York FCU	Essentials Auto Repair	904155-23	5/9/2023
Ally Bank	Page's Automotive And Towing Inc.	903559-23	4/19/2023
Ally Bank	Page's Automotive And Towing Inc.	903559-23	4/19/2023
Ally Bank Lease Trust	Parkchester Tremont Parking Corp.	903587-23	4/19/2023
Ally Bank Lease Trust	Fix A Dent Auto Body	903561-23	4/19/2023
Ally Bank Lease Trust	Parkchester Tremont Parking Corp.	903587-23	4/19/2023
Hyundai Capital America, Inc.	PA Collision Concepts Inc.	903588-23	4/19/2023
Santander Consumer USA, Inc.	H&S Auto Body Work	903592-23	4/19/2023
Santander Consumer USA, Inc.	Don Glo Towing	903438-23	4/17/2023
Toyota Motor Credit Corporation	Tint World	903432-23	4/17/2023
Toyota Motor Credit Corporation	Tint World	903432-23	4/17/2023
HVT, Inc.	63 Auto Body LLC	903383-23	4/14/2023
Santander Consumer USA, Inc.	Superior Copiague Collision	903374-23	4/14/2023
TD Bank, NA	Woodstock Auto Body	903372-23	4/14/2023

Toyota Motor Credit Corporation	Gravesend Auto Ent Inc.	903384-23	4/14/2023
Toyota Motor Credit Corporation	Gravesend Auto Ent Inc.	903384-23	4/14/2023
VW Credit Inc., and VW Credit Leasing LTD	Critical Automotive Inc.	903380-23	4/14/2023
VW Credit Inc., and VW Credit Leasing LTD	Critical Automotive Inc.	903380-23	4/14/2023
Santander Consumer USA, Inc.	Smart Prestige Inc.	903228-23	4/11/2023
Santander Consumer USA, Inc.	Smart Prestige Inc.	903228-23	4/11/2023
Credit Acceptance Corporation	D Macarthur Auto Body LTD	903030-23	4/6/2023
VW Credit Inc and VW Credit Leasing LTD	Toms Towing & Recovery, Inc.	903031-23	4/6/2023
VW Credit Inc., and VW Credit Leasing LTD	Toms Towing & Recovery, Inc.	902995-23	4/6/2023
HVT, Inc.	CJ Towing & Auto Repair Inc.	902995-23	4/5/2023
HVT, Inc.	CJ Towing & Auto Repair Inc.	902995-23	4/5/2023
Santander Consumer USA, Inc.	NU Look Auto Body Builders, Inc.	902720-23	3/29/2023
Santander Consumer USA, Inc.	J&J Prestige Auto Collision & Repair Inc.	902719-23	3/29/2023
Santander Consumer USA, Inc.	Matt's Auto Body	902723-23	3/29/2023
Santander Consumer USA, Inc.	Gotham Auto Enterprises, Inc.	902721-23	3/29/2023
Santander Consumer USA, Inc.	NU Look Auto Body Builders, Inc.	902720-23	3/29/2023
Santander Consumer USA, Inc.	J&J Prestige Auto Collision & Repair Inc.	902719-23	3/29/2023
Santander Consumer USA, Inc.	Spark Plug Automotive Inc.	902571-23	3/23/2023
Audi Financial Services	Auto Body Pro Shop, Inc.	902558-23	3/22/2023
Santander Consumer USA, Inc.	Runaway Towing Corp.	902550-23	3/22/2023

Santander Consumer USA, Inc.	Runaway Towing Corp	902550-23	3/22/2023
Daimler Trust and Daimler Title Co.	Townfessional Auto Repair LLC,	901960-23	3/1/2023
Santander Consumer USA, Inc.	A&J Towing & Auto Body, Inc.	901967-23	3/1/2023
Chrysler Capital	Rockbottom Road Service Inc.	901944-23	2/28/2023
Hyundai Capital America, Inc. and Hyundai Lease Titling Trust	BT Automotive Inc.	901941-23	2/28/2023
American Honda Finance Corp.	Blue Star Brothers Auto Repair, LLC	901880-23	2/27/2023
American Honda Finance Corp.	Blue Star Brothers Auto Repair, LLC	901880-23	2/27/2023
Hyundai Capital America, Inc. and Hyundai Lease Titling Trust	BT Automotive Inc.	901941-23	2/27/2023
TD Bank, NA	TMT Collision Specialist LLC	901660-23	2/17/2023
Mercedes-Benz Financial Services USA LLC	Auto Body Plug Inc.	901588-23	2/16/2023
American Honda Finance Corp.	Carter Ave Parking Corp.	901439-23	2/10/2023
American Honda Finance Corp.	Carter Ave Parking Corp.	901439-23	2/10/2023
Chrysler Capital	Liza Browns Auto Body Corp.	901430-23	2/10/2023
Mercedes-Benz Financial Services USA LLC	Empire CC Auto Body	901446-23	2/10/2023
Santander Consumer USA, Inc.	Empire Automotive Collision, Inc	901444-23	2/10/2023
Santander Consumer USA, Inc.	Tow Authority Automotive Inc	901443-23	2/10/2023
Santander Consumer USA, Inc.	Empire Automotive Collision, Inc.	901444-23	2/10/2023
Santander Consumer USA, Inc.	Tow Authority Automotive Inc	901443-23	2/10/2023
Chrysler Capital	Liza Browns Auto Body Corp.	901430-23	2/9/2023

Chrysler Capital	Edgewater Collision Inc.	901420-23	2/9/2023
Daimler Trust and Daimler Title Co.	Jade Black Collision	901429-23	2/9/2023
Daimler Trust and Daimler Title Co.	Jade Black Collision	901429-23	2/9/2023
Santander Consumer USA, Inc.	Pro Shop Auto Body	901391-23	2/9/2023
Santander Consumer USA, Inc.	Pro Shop Auto Body Inc.	901423-23	2/9/2023
VW Credit Inc., and VW Credit Leasing LTD	Auto Body Plug	901421-23	2/9/2023
VW Credit Inc., and VW Credit Leasing LTD	Auto Body Plug Inc.	901421-23	2/9/2023
Chrysler Capital	Champion Motor Sports LLC	901391-23	2/8/2023
HVT, Inc.	Upstate Collision, Inc.	901394-23	2/8/2023
Ally Bank	A&A Motors And Towing Inc.	901336-23	2/7/2023
Ally Bank	Tow-Rific Auto Service LLC	901342-23	2/7/2023
Ally Bank	Tow-Rific Auto Service LLC	901338-23	2/7/2023
American Honda Finance Corporation	Its Our Time Automotive Inc.	901143-23	2/2/2023
Manufacturers And Traders Trust Co	Grand National Collision	901159-23	2/2/2023
Mercedes-Benz Financial Services USA LLC	St. Foreign Auto	901159-23	2/2/2023
Daimler Trust and Daimler Title Co.	Matts Towing	900022-23	1/3/2023
Kia Motors Finance	Tamia's Auto Collision Corp.	900025-23	1/3/2023
TD Bank, NA	Action Autobody Inc.	900019-23	1/3/2023
Toyota Motor Credit Corporation	Astoria Height Auto Collision	900016-23	1/3/2023
Chrysler Capital	N&R Autobody Inc.	909695-22	12/21/2022
VW Credit Inc., and VW Credit Leasing LTD	Tamia's Ato Collision Corp.	909374-22	12/13/2022
American Honda Finance Corp.	For The Community Parking Garage	909251-22	12/9/2022

Island Federal Credit Union	Port Empire Auto Works	909251-22	12/9/2022
Island Federal Credit Union	Matrix Auto Collision, Inc.	909240-22	12/8/2022
Santander Consumer USA, Inc.	Kwik Automotive LLC	908853-22	11/23/2022
Santander Consumer USA, Inc.	All About Motive, Inc.	908568-22	11/15/2022
Santander Consumer USA, Inc.	CAS Auto Body & Repair Corp	908406-22	11/7/2022
Toyota Motor Credit Corp.	Finest Automotive Recovery	908403-22	11/7/2022
Toyota Motor Credit Corporation	Online Automotive, Inc.	908406-22	11/7/2022
American Honda Finance Corporation	Math Auto Body	908216-22	10/27/2022
Santander Consumer USA, Inc.	Inwood Parking & Dealer Corp	908210-22	10/27/2022
Equity Auto Finance Inc.	Entourage Automotive Group	908049-22	10/20/2022
TD Bank, NA	Vans Auto Body, Inc	908032-22	10/20/2022
Toyota Motor Credit Company	Africa United Auto Inc.	908053-22	10/20/2022
Americredit Financial Services, Inc.	Horizon Auto Body, Inc.	907366-22	9/30/2022
HVT, Inc.	M&J Tire Shop	907338-22	9/29/2022
Santander Consumer USA, Inc.	Bronx Park Auto Body, Inc.	907339-22	9/29/2022
American Honda Finance Corporation	M&M Best Auto Station, Inc	907251-22	9/27/2022
Santander Consumer USA, Inc.	Auto Body & Collision	907254-22	9/27/2022
CCAP Auto Lease LTD	Yellow Bird Auto Center, Inc	906957-22	9/16/2022
Santander Consumer USA, Inc.	Dart Automotive LLC	906495-22	8/30/2022
Toyota Motor Credit Corporation	AAY Enterprises, Inc.	906398-22	8/26/2022
Ally Bank	Brook Parking Garage, Inc.	906315-22	8/24/2022
HVT, Inc.	Hudson Collision	906320-22	8/24/2022
I Center LLC	Jonathon & Son Auto Repair Inc. DBA Jonathon Auto Repair	906152-22	8/16/2022

Toyota Motor Credit Corp.	A1 Auto Repair Shop	906154-22	8/16/2022
American Honda Finance Corp.	Liberato Auto Collision Corp.	906901-22	8/11/2022
Ally Bank	Gaberiel Auto Repair	905654-22	7/26/2022
Ally Bank Lease Trust	Five Star Auto Body	905656-22	7/26/2022
Ally Financial Inc.	Elite 365 Auto Body	905655-22	7/26/2022
Audi Financial Services	Perfection Auto Services, Inc.	905657-22	7/26/2022
Exeter Finance Corp.	A Metropolis Quick Fix Automotive Inc.	905658-22	7/26/2022
Santander Consumer USA, Inc.	Nuplus Towing & Recovery Corp.	905642-22	7/26/2022
TD Bank, NA	Hi Tech Transmissions & Autocare, Inc.	905640-22	7/26/2022
VW Credit Inc.	Copart	905638-22	7/26/2022
VW Credit Inc., and VW Credit Leasing LTD	Bronx Auto Concept Corp.	905643-22	7/26/2022
Ally Capital	BX Auto Concept	905445-22	7/18/2022
Daimler Trust and Daimler Title Co.	Autorama Enterprises, Inc.	905448-22	7/18/2022
First New York FCU	Downing Towing	905447-22	7/18/2022
Chrysler Capital	Kobys Automotive Inc.	905390-22	7/15/2022
Chrysler Capital	Brook Parking Garage, Inc.	905350-22	7/15/2022
Flagship Credit Acceptance LLC	Auto Fresh Inc.	905394-22	7/15/2022
Hyundai Capital America, Inc. and Hyundai Lease Titling Trust	Rockbottom Road Service Inc.	905411-22	7/15/2022
Manufacturers And Traders Trust Co	Nuplus Towing & Recovery Corp.	905408-22	7/15/2022
Santander Consumer USA, Inc.	Brother Auto Body Shop	905357-22	7/15/2022
Santander Consumer USA, Inc.	BX Auto Concept Corp.	905351-22	7/15/2022
TD Bank, NA	Rite Touch Auto Center, Inc.	905410-22	7/15/2022
TD Bank, NA	DC Collision LLC	905356-22	7/15/2022
TD Bank, NA	JR&R Auto Repair Center, Inc.	905353-22	7/15/2022

Chrysler Capital	Bronx Car Park Systems Inc.	905154-22	7/8/2022
Ally Financial Inc.	Schaefer's Garage	905116-22	7/7/2022
CCAP Auto Lease LTD	All About Automotive, Inc.	905127-22	7/7/2022
Hyundai Capital America, Inc. and Hyundai Lease Titling Trust	R&U Auto Body	905108-22	7/7/2022
Santander Consumer USA, Inc.	Casino Towing Service Inc.	905135-22	7/7/2022
Santander Consumer USA, Inc.	Pristine Motor Sports Inc.	905109-22	7/7/2022
Santander Consumer USA, Inc.	Online Automotive Inc.	905133-22	7/7/2022
VW Credit Inc.	Prospect Heights Automotive CNTR, Corp.	905132-22	7/7/2022
Ally Bank	Zaid Auto Collision 1 LLC	904542-22	6/15/2022
Flagship Credit Acceptance LLC	C&S Auto Transport, Inc.	904540-22	6/15/2022
Hyundai Capital America	Carl P Mohan dba Mohan's Auto Repair	904539-22	6/15/2022
Nissan Motor Acceptance Company LLC	Junior Auto Body Solutions LLC	904532-22	6/15/2022
Nissan Motor Acceptance Company LLC	Bear Transportation LLC	904531-22	6/15/2022
Palisades Funding Corp.	Autorama Enterprises, Inc.	904530-22	6/15/2022
Santander Consumer USA, Inc.	All About Automotive, Inc.	904519-22	6/15/2022
Ally Bank	Jonathon & Son Auto Repair Inc.	904508-22	6/14/2022
Ally Bank	Jamaica Auto Body & Towing Inc.	904505-22	6/14/2022
American Honda Finance Corp.	LS Auto Body & Repair Shop LLC	904509-23	6/14/2022
Daimler Trust and Daimler Title Co.	Midnight Towing, Inc.	904510-22	6/14/2022
Santander Consumer USA, Inc.	Automotive Corp.	904499-22	6/14/2022

Santander Consumer USA, Inc.	Showtime Recovery Corp.	904512-22	6/14/2022
Toyota Motor Credit Corp.	Edgewater Collision Inc.	904517-22	6/14/2022
Toyota Motor Credit Corp.	G&A Dynamic Collision, Inc.	904511-22	6/14/2022
Ally Bank	Hyatts Garage Inc.	903980-22	5/25/2022
Exeter Finance LLC	JNR Auto Group Inc.	903982-22	5/25/2022
CCAP Auto Lease LTD	Better Auto Body Collision	903926-22	5/23/2022
Palisades Funding Corp.	A9's Automotive	903927-22	5/23/2022
TD Bank, NA	Simply The Best Auto Collision	903442-22	5/5/2022
Santander Consumer USA, Inc.	Patrick Macioce dba Pat's Towing	903406-22	5/4/2022
Toyota Motor Credit Corp.	Complete Auto RPR & Collision Inc.	903377-22	5/3/2022
GM Financial	CC&E Automotive	903365-22	5/2/2022
Toyota Motor Credit Corp.	101 Pit Stop, Inc.	903363-22	5/2/2022
Santander Consumer USA, Inc.	Meyer Brothers Service Center	903294-22	4/29/2022
Mercedes-Benz Financial Services USA LLC	Sonny's Collision Specialists	902967-22	4/19/2022
TD Bank, NA	North Central Auto Repair & Sales, Inc.	902956-22	4/19/2022
Toyota Motor Credit Corp.	Empire CC Auto Body	902970-22	4/19/2022
American Honda Finance Corporation	Empire CC Auto Body	902931-22	4/18/2022
HVT, Inc.	Empire CC Auto Body	902933-22	4/18/2022
TD Bank, NA	Adamis Towing Inc.	902908-22	4/18/2022
HVT, Inc.	Certified Auto Body & Collision, Inc.	902821-22	4/14/2022
Santander Consumer USA, Inc.	Northside Auto Towing, Inc.	902818-22	4/14/2022
Hyundai Capital America, Inc. and Hyundai Lease Titling Trust	Aces Towing & Collision, Inc.	902714-22	4/13/2022
HVT, Inc.	LMR Towing & Recovery	902217-22	3/28/2022

Ally Financial Inc. And Ally Bank	Global Auto Repair And Accessories LLC	902153-22	3/25/2022
Mercedes-Benz Financial Services USA LLC	G&R Auto Services LLC	902148-22	3/25/2022
TD Bank, NA, NA/TD Auto Finance LLC	In Motion Motors, Inc.	901890-22	3/16/2022
American Honda Finance Corp.	New Era Collision	901499-22	3/4/2022
Santander Consumer USA, Inc.	H&V Auto Service Collision, Inc.	901500-22	3/4/2022
Santander Consumer USA, Inc.	157 Auto Collision Inc.	901471-22	3/3/2022
Santander Consumer USA, Inc.	Deleague Auto	901335-22	2/28/2022
Toyota Motor Credit Corp.	NYS Bronx Parking	901340-22	2/28/2022
Westlake Financial Services, LLC dba Westlake Financial Services	Bronx Auto Concept Corp.	901082-22	2/15/2022
Chrysler Capital	Magic Touch Auto & Collision	900965-22	2/10/2022
Palisades Funding Corp.	Joe's Garage	900966-22	2/10/2022
Toyota Motor Credit Corp.	A&W Automotive Repair, Inc.	900962-22	2/10/2022
Toyota Motor Credit Corporation	JFK Long Term Parking, Inc.	900967-22	2/10/2022
Toyota Motor Credit Corporation	Add Park, Inc.	900959-22	2/10/2022
Daimler Trust and Daimler Title Co.	MM Custom House, Inc.	900902-22	2/8/2022
Mercedes-Benz Financial Services USA LLC	PNS Motor Corp.	900903-22	2/8/2022
Mercedes-Benz Financial Services USA LLC	I Certified Auto Collision, Inc.	900904-22	2/8/2022
Nissan Motor Acceptance Company LLC	BT Automotive Inc.	900901-22	2/8/2022
VW Credit Inc.	Boscaino Collision & Towing Corp.	900899-22	2/8/2022

CCAP Auto Lease LTD	Linden Auto	900878-22	2/7/2022
Santander Consumer USA, Inc.	Linden Auto	900877-22	2/7/2022
Affinity Federal Credit Union	Delorean Inc.	900750-22	2/2/2022
Ally Bank Lease Trust	335 Corp.	900751-22	2/2/2022
Ally Bank	Split Second Collision, LTD	900594-22	1/28/2022
American Honda Finance Corp.	IDS Auto Repair, Inc.	900598-22	1/28/2022
American Honda Finance Corp.	EM Service Station Inc.	900589-22	1/28/2022
Daimler Trust and Daimler Title Co.	Paintworx Collision Center	900595-22	1/28/2022
Daimler Trust and Daimler Title Co.	GLS Auto Repair, Inc.	900588-22	1/28/2022
Santander Consumer USA, Inc.	IDS Auto Repair, Inc.	900600-22	1/28/2022
TD Bank NA	1810 Loring Parking Corp.	900597-22	1/28/2022
TD Bank NA	R. Collision Auto Body, Inc.	900593-22	1/28/2022
Chrysler Capital	V&G Auto Repair, Inc.	900267-22	1/13/2022
Ally Capital Corp.	Angel Reyes D/B/A DC Automotive	900243-22	1/12/2022
American Honda Finance Corp.	Quality General Repair Corp.	900242-22	1/12/2022
Hyundai Capital America, Inc. and Hyundai Lease Titling Trust	2 J's Parking Lot, Inc.	910321-21	12/15/2021
Santander Consumer USA, Inc.	New Day Motors, Inc.	910353-21	12/15/2021
Santander Consumer USA, Inc. and CCAP Auto Lease LTD.	Al's Garage	910354-21	12/15/2021
Chrysler Capital	Juniors Automotive Center, Inc.	910314-21	12/14/2021
JP Morgan Chase Bank NA	Hybrid Auto Tech, Inc.	910319-21	12/14/2021
Nissan Motor Acceptance Company	Big City Auto Body& Towing Corp.	910321-21	12/14/2021

LLC			
TD Auto Finance LLC	Ridge Street Auto Diagnostic CTR Inc.	910318-21	12/14/2021
HVT, Inc.	Alexs Auto Body 1 Inc.	909408-21	11/5/2021
Manufacturers And Traders Trust Co.	Ron's Auto Repair Inc.	909403-21	11/5/2021
TD Auto Finance LLC	Collision Auto Repair	909398-21	11/5/2021
Toyota Motor Credit Corp.	Samarkand Collision	909407-21	11/5/2021
VW Credit Inc. and VW Credit Leasing LTD	New York Motors Parts Inc.	909405-21	11/5/2021
Nissan Infiniti LT and Nissan Motor Acceptance Company LLC	New York Motors Parts Inc.	909327-21	11/3/2021
Nissan Motor Acceptance Company LLC	Scuffy Collision, Inc.	909330-21	11/3/2021
Nissan Motor Acceptance Company LLC	Fantastic Auto Repair	909329-21	11/3/2021
Santander Consumer USA, Inc.	JR Inwood Parking & Dealing Corp	909326-21	11/3/2021
Ally Bank	Lightning Automotive Repair	909302-21	11/2/2021
Santander Consumer USA, Inc.	Island Automotive & Collision, Inc.	90316-21	11/2/2021
Santander Consumer USA, Inc.	Climaco Auto Body, Inc.	909311-21	11/2/2021
Santander Consumer USA, Inc. and CCAP Auto Lease LTD.	Dons Auto Body, Inc.	909303-21	11/2/2021
TD Auto Finance LLC	Mr. Tom's Towing, Inc.	909300-21	11/2/2021
Hyundai Capital American, Inc.	Dart Towing Inc.	909289-21	11/1/2021
Exeter Finance LLC	D&K Recovery, Inc.	908985-21	10/19/2021
VW Credit Inc.	Michaels Automotive Tech	908988-21	10/19/2021
Toyota Motor Credit Corp.	A9's Automotive, Inc.	908960-21	10/18/2021
Santander Consumer	Grand Collision, Inc.	908874-21	10/15/2021

USA, Inc.			
Flagship Credit Acceptance LLC	5 J's Automotive LTD	908815-21	10/12/2021
Toyota Motor Credit Corporation	Excellence Auto & Towing Inc.	908647-21	10/6/2021
Ally Bank	Espo's Car Care Center	908638-21	10/5/2021
Chrysler Capital	Brooklyn Speedway	908636-21	10/5/2021
Chrysler Capital	Moriches Collision Works, Inc.	908618-21	10/5/2021
Flagship Credit Acceptance LLC	Apex Auto Body Inc.	908639-21	10/5/2021
Toyota Motor Credit Corp.	MM Custom House, Inc.	908642-21	10/5/2021
Nissan Motor Acceptance Company LLC	Grand Auto Care & Spa	908271-21	9/20/2021
Toyota Motor Credit Corp.	Big City Hual, Inc.	908256-21	9/20/2021
Ally Bank	Affordable Auto Collision	907414-21	8/23/2021
Toyota Motor Credit Corp.	718 Auto Center Inc.	907380-21	8/20/2021
Santander Consumer USA, Inc.	Meieke Muffler	907372-21	8/19/2021
Santander Consumer USA, Inc.	Action Auto Body Clinic Center LTD	907370-21	8/19/2021
Toyota Motor Credit Corp.	Critical Automotive	907370-21	8/19/2021
Santander Consumer USA, Inc.	Universe Towing, Inc.	907311-21	8/18/2021
Chrysler Capital	Certified Collision Corp.	907292-21	8/17/2021
Exeter Finance LLC	Colombia Towing 1 LLC	907295-21	8/17/2021
Flagship Credit Acceptance LLC	Prospect Heights Automotive Center, Corp.	907298-21	8/17/2021
Exeter Finance LLC	British Auto Works, Inc.	906828-21	8/6/2021
Exeter Finance LLC	City Auto Repair, Inc.	906816-21	8/6/2021
Wells Fargo Auto	JR Inwood Parking & Dealing Corp	906388-21	7/26/2021
Santander Consumer USA, Inc.	O.Z. Autobody Inc.	905408-21	6/25/2021
Santander Consumer USA, Inc.	Big City Haul	905405-21	6/25/2021

Daimler Trust and Daimler Title Co.	Advantage Auto Coll Inc.	905319-21	6/23/2021
Santander Consumer USA, Inc.	Excellence Auto & Towing, Inc.	905258-21	6/21/2021
Flagship Credit Acceptance LLC	Critical Automotive, Inc.	905173-21	6/18/2021
Hyundai Motor Finance	Twinze Collision & Towing, Inc.	904980-21	6/11/2021
Santander Consumer USA, Inc.	Excellence Auto & Towing	904704-21	6/1/2021
Affinity Federal Credit Union	Empire CC Auto Body	904511-21	5/25/2021
Kia Motors Finance	JR Inwood Parking & Dealing Corp	904317-21	5/21/2021
Santander Consumer USA, Inc.	Auto Body Plug Inc.	904171-21	5/14/2021
Toyota Motor Credit Corp.	Colombia Towing 1 LLC	904178-21	5/14/2021
Santander Consumer USA, Inc.	QP Hosp LLC	903246-21	4/16/2021
Chrysler Capital	Pat's Towing	902684-21	3/25/2021
Santander Consumer USA, Inc.	Combined Auto Collision of Long Island Inc.	902686-21	3/25/2021
TD Auto Finance LLC	Kartec Clinic Inc.	902680-21	3/25/2021
TD Auto Finance LLC	Big City Hual, Inc.	902676-21	3/25/2021
Toyota Motor Credit Corp.	B&M Electronic Diag. Repair Svc. Inc.	902690-21	3/25/2021
Daimler Trust and Daimler Title Co.	Excellence Auto & Towing, Inc.	902487-21	3/18/2021
HVT, Inc.	JJD Auto Repair Inc.	902193-21	3/9/2021
Santander Consumer USA, Inc.	Premier Auto Body	902212-21	3/9/2021
Santander Consumer USA, Inc.	R Auto Corp.	902206-21	3/9/2021
Nissan Motor Acceptance Corp.	Carter Avenue Parking Corp.	901759-21	2/24/2021
CCAP Auto Lease LTD	Grand Auto Collision Inc.	901305-21	2/9/2021
Toyota Motor Credit Corp.	Macombs Auto Shop	901027-21	2/1/2021
American Honda	First Choice Automotive	900194-21	1/12/2021

Finance Corp.	Corp.		
Nissan-Infiniti LT and NILT, Inc.	Advance A1 Body Shop	907796-20	12/15/2020
Santander Consumer USA, Inc.	High End Collision, Inc.	906424-20	10/8/2020
Wells Fargo Auto	All 4 One Automotive Inc.	906178-21	9/25/2020
CCAP Auto Lease LTD	Certified Auto Collision, Inc.	906062-20	9/21/2020
HVT, Inc.	JJD Auto Repair Inc.	906071-21	9/21/2020
American Honda Finance Corp.	Deals On Wheels Auto Body	905531-21	8/25/2020
HVT, Inc.	JJD Auto Repair Inc.	904307-21	7/1/2020
Santander Consumer USA, Inc.	Emils All Tire Co., Inc.	904021-20	6/16/2020
Toyota Lease Trust	United AC Inc.	904024-20	6/16/2020
Manufacturers and Traders Trust Co.	D&C Automotive Corp.	904798-20	6/10/2020
Santander Consumer USA, Inc.	A&A Motors & Towing Inc.	903640-20	6/2/2020
Nissan Infiniti LT and NILT, Inc.	Racing Results Inc.	903095-20	3/10/2020
Santander Consumer USA, Inc.	BMJ Towing & Recovery Inc.	903049-20	3/9/2020
Manufacturers and Traders Trust Co.	JR Inwood Parking & Dealing Corp	901471-20	2/6/2020
Chrysler Capital	Advantage Auto Collision	900961-20	1/28/2020

7. Plaintiff was sued on at least two occasions by clients of Defendant Rudolph Meola, including (i) in 2005 in General Electric Capital Auto Financial Service, Inc. v. Boscaino Collision & Towing, Inc., Index No. 1070-05, Supreme Court of the State of New York, County of Albany and (ii) in 2022 in VW Credit Inc. v. Boscaino Collision & Towing Corp., et.al., Index No. 900899-22, Supreme Court of the State of New York, County of Albany.

8. Upon information and belief, Defendants have filed lawsuits for their clients against hundreds or thousands of automobile collision shops and towing companies in the City of New York, Westchester County, Nassau County and/or Suffolk County by commencing legal proceedings in the Supreme Court of the State of New York, Albany County, New York.

9. Upon information and belief, Defendants have filed lawsuits for their clients against Plaintiff and hundreds or thousands of automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County in Albany County, by naming the New York State Department of Motor Vehicles as a defendant or respondent, solely because the New York State Department of Motor Vehicles maintains its principal place of business in Albany County, New York, all while the New York State Department of Motor Vehicles is and was an improper party and not a necessary party for the hundreds or thousands of special proceedings filed by Defendants on behalf of their clients.

10. The only reason why Defendants commence the proceedings in Albany County, is to cause harm to the hundreds or thousands of automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County.

11. Upon information and belief, New York State Department of Motor Vehicles, although named as a party defendant or respondent in the hundreds or thousands of proceedings that Defendants filed on behalf of their clients in Supreme Court of the State of New York, County of Albany, against automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County,

the New York State Department of Motor Vehicles have never appeared in any of the hundreds or thousands of proceedings that Defendants filed on behalf of their clients against automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County, because the New York State Department of Motor Vehicles has acknowledged that they are not a necessary party and they are not a proper party.

12. Defendants scheme for the hundreds or thousands of proceedings that Defendants filed on behalf of their clients against automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County is to name the New York State Department of Motor Vehicles as a respondent, claiming that the New York State Department of Motor Vehicles was named to “freeze title” on the vehicles that were the subject of the proceedings.

13. In each of the hundreds or thousands of proceedings that Defendants filed on behalf of their clients against automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County, the Defendants’ clients obtained an order to show cause against the respondent automobile collision shops and towing companies, usually with a temporary restraining order.

14. The legal proper mechanism that the Defendants should have used for the hundreds or thousands of proceedings that Defendants filed on behalf of their clients against automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County was to add into its orders to show cause that accompany all or nearly all of the proceedings that the Defendants filed, stating that the respondent automobile collision shop or towing companies are restrained and

enjoined from transferring title to the vehicle which is the subject of the action. The aforesaid procedure is used by other attorneys in the State of New York, which is the proper procedure, and the scheme to name the New York State Department of Motor Vehicles as a respondent is only for the purpose of Defendants attempting to obtain venue in Albany County, through improper means and methods.

15. As an example, for what should be done by an automobile finance or leasing company to vacate a garageman's lien, in a case where Defendants were not the attorneys for the automobile finance or leasing company, to wit: Mercedes-Benz Financial Services USA LLC v. Cross Island Wrecker Service, Inc., Index No. 601976/2015, Supreme Court of the State of New York, County of Nassau, Justice Thomas Feinman issued an Order to Show Cause which contained a temporary restraining order to restrain and enjoin the defendants from "removing, transferring, dismantling, selling, pledging, using, concealing, hiding, or otherwise disposing of, or permitting to become subject to a security interest or lien, the collateral described above, in any manner inconsistent with Plaintiff Mercedes-Benz Financial Services USA LLC's interests therein". The reason why Mercedes-Benz Financial Services USA LLC commenced the action in Nassau County, was because that was where the defendant or vehicle was located. Mercedes-Benz Financial Services USA LLC obtained all of the protection necessary to protect Mercedes-Benz Financial Services USA LLC's interest in the vehicle with the court order. There was no need to name the New York State Department of Motor Vehicles as a defendant or respondent, and Defendants only name the New York State Department of Motor Vehicles as a respondent in order to have venue in Albany County, where Defendants maintain their law office, and to make it much more

difficult for the respondents in any of the hundreds or thousands of proceedings that the Defendants caused to be commenced.

16. The scheme that Defendants perpetrated upon the Plaintiff and upon the automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County by filing proceedings against them in Albany County, New York, instead of the county in which the automobile collision shops and towing companies are located in the City of New York, Westchester County, Nassau County and/or Suffolk County, was meant to cause Plaintiff herein to incur legal fees, travel costs, costs and fees and to abandon any claims filed under garageman's liens filed under New York Lien Law.

17. Upon information and belief, in 2000, the Plaintiff in this action was sued pursuant to a lawsuit filed by Defendant Rudolph Meola on behalf of General Electric Capital Auto Financial Service, Inc. in the action entitled General Electric Capital Auto Financial Service, Inc. v. Boscaino Collision & Towing, Inc., Index No. 1070-05, Supreme Court of the State of New York, County of Albany, in Albany County (the "Year 2000 Lawsuit").

18. In the Year 2000 Lawsuit, Justice Joseph Teresi, a retired Justice of the Supreme Court of the State of New York, County of Albany recognized that Defendant Rudolph Meola was filing cases, to wit; General Electric Capital Auto Financial Service, Inc. v. Boscaino Collision & Towing, Inc., Index No. 1070-05, Supreme Court of the State of New York, County of Albany, in Albany County, when the proper venue was in Kings County, New York, where the respondent, Boscaino Collision & Towing, Inc.'s business was located.

19. Since approximately the Year 2000, Defendant Rudolph Meola filed proceedings in the Supreme Court of the State of New York, County of Albany against automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County.

20. Justice Joseph R. Cannizzaro, Supreme Court of the State of New York, Albany County had determined that venue against Ready 4 Action Towing Inc., a New York City towing company, was improper in Albany County, and Justice Joseph R. Cannizzaro, recognized that Defendant Rudolph Meola was filing cases, to wit; In the Matter of the Special Proceeding Application of DCFS Trust and Daimler Chrysler Services North America, LLC v. The New York State Department of Motor Vehicles and Ready 4 Action Towing Inc., Index No. 1070-05, Supreme Court of the State of New York, County of Albany, in Albany County, when the proper venue was in Kings County, New York, where the respondent, Ready 4 Action Towing Inc.'s business was located.

21. In approximately 2005, In the Matter of the Special Proceeding Application of DCFS Trust and Daimler Chrysler Services North America, LLC v. The New York State Department of Motor Vehicles and Ready 4 Action Towing Inc., Justice Joseph R. Cannizzaro transferred venue of the proceeding to Supreme Court of the State of New York, County of Kings.

22. Most of the automobile collision shops and towing companies that become respondents in the proceedings filed by Defendants on behalf of their clients, are located in the City of New York, Westchester County, Nassau County and/or Suffolk County and the automobile collision shops and towing companies are small business enterprises, and many are minority business enterprises, and the injuries inflicted upon the Plaintiff and the

automobile collision shops and towing companies located located in the City of New York, Westchester County, Nassau County and/or Suffolk County cause economic harm to the said Plaintiff and the automobile collision shops and towing companies are located in the City of New York, Westchester County, Nassau County and/or Suffolk County.

The Plaintiff

23. Plaintiff Boscaino Collision & Towing Corp. is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 752 Rockaway Parkway, Brooklyn, County of Kings, City and State of New York within the Eastern District of New York.

24. Plaintiff has been engaged in the towing business since December 29, 1993.

25. Plaintiff is a minority business enterprise.

26. Plaintiff is a small business with two (2) tow trucks.

27. Plaintiff is a licensed towing company, licensed by the New York City Department of Consumer and Worker Protection, formerly known as the New York City Department of Consumer Affairs.

28. Plaintiff is a participant in the New York City Police Department Directed Accident Response Program (“DARP Program”).

29. DARP Program is a program where towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County are called by the New York City Police Department to tow vehicles that were involved in automobile accidents.

30. Upon receiving a telephone call from the New York City Police Department, as a participant in the DARP Program, Plaintiff is directed to immediately remove vehicles from New York City roadways and tow the vehicle to Plaintiff’s storage facility.

31. There are many towing companies located in the City of New York that participate in the DARP Program, with each towing company called by the New York City Police Department on a rotation basis, where the New York City Police Department relies upon several towing companies within each police precinct area under the DARP Program.

32. Plaintiff relies upon the DARP Program to provide revenue for Plaintiff's towing company.

33. Plaintiff's principal relies upon the DARP Program to provide revenue for Plaintiff's towing company's principal.

The Defendants

34. Defendant Rudolph Meola is an individual with his principal place of business located at 1822 Western Avenue, Albany, New York.

35. Upon information and belief, Defendant Law Office of Rudolph J. Meola is a sole proprietorship with its principal place of business located at 1822 Western Avenue, Albany, New York.

36. Upon information and belief, Defendant Meola Law Firm is a sole proprietorship with its principal place of business located at 1822 Western Avenue, Albany, New York.

37. This is an action which Plaintiff will seek collective action and/or class action status.

38. Class action status will be sought as there are hundreds of similarly situated collision repair shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County who were damaged by the practices of the Defendants along with the clients of Defendants as set forth in this complaint.

39. Upon information and belief, Defendant Rudolph Meola is the principal of Defendant Law Office of Rudolph J. Meola.

40. Upon information and belief, Defendant Rudolph Meola is the principal of Defendant Meola Law Firm.

41. Defendant Rudolph Meola was admitted to practice law in the State of New York on January 22, 1992.

42. Defendant Meola Law Firm maintains a website and domain name known as “meolalaw.com”.

43. The website and domain name known as “meolalaw.com” was formed on or about July 23, 2009.

44. The website for “meolalaw.com” is an advertisement to the public.

45. The website for “meolalaw.com” is an advertisement to the automobile leasing companies and finance companies located throughout the United States.

46. The website for “meolalaw.com” states that “In 2021, we saved our clients \$2,116,991 in fees that were being charged by garages and tow yards. The average amount paid by our clients to recover a vehicle from a garage was \$1,660”.

47. The website for “meolalaw.com” states that “When garages and tow yards try to take advantage of financial companies by charging improper or excessive fees, we have an effective and cost-efficient process for recovering these vehicles.”

48. Defendants represent numerous automobile leasing companies and automobile finance companies and banks including but not limited to:

Acar Leasing LTD and Wells Fargo Bank NA
Affinity Federal Credit Union
Ally Bank
Ally Bank Lease Trust
Ally Capital Corp.
Ally Financial Inc.
American Honda Finance Corp.
Americredit Financial Services, Inc.
Audi Financial Services
CCAP Auto Lease LTD
CCAP Auto Lease LTD
Chrysler Capital
Credit Acceptance Corporation
Daimler Truck Financial Services USA, LLC
Daimler Trust and Daimler Title Co.
Equity Auto Finance Inc.
Exeter Finance Corp.
Exeter Finance LLC
First New York FCU
Flagship Credit Acceptance LLC
GM Financial
HVT, Inc.
Hyundai Capital America, Inc.
Hyundai Capital America, Inc. and Hyundai Lease Titling Trust
Hyundai Motor Finance
I Center LLC
Island Federal Credit Union
JP Morgan Chase Bank NA
Kia Motors Finance
Manufacturers And Traders Trust Co.
Mercedes-Benz Financial Services USA LLC
Nissan Infiniti LT and NILT, Inc.
Nissan Infiniti LT and Nissan Motor Acceptance Company LLC
Nissan Motor Acceptance Company LLC
Nissan Motor Acceptance Company LLC
Palisades Funding Corp.
Santander Consumer USA, Inc.

Santander Consumer USA, Inc. and CCAP Auto Lease LTD.
TD Auto Finance LLC
TD Bank NA
Toyota Lease Trust
Toyota Motor Credit Company
Toyota Motor Credit Corp.
VW Credit Inc and VW Credit Leasing LTD
Wells Fargo Auto
Westlake Financial Services

(collectively “Defendants’ Clients”).

49. For over twenty years, Defendant Rudolph Meola, and the predecessor entity to Defendant Law Office of Rudolph J. Meola and Defendant Meola Law Firm have commenced litigation and proceedings in the Supreme Court of the State of New York, County of Albany against hundreds of automobile collision shops and towing companies which were and are located in the City of New York, Westchester County, Nassau County and/or Suffolk County, even though the subject matter of the lawsuits, which are automobiles, were chattel at all times located in the City of New York, Westchester County, Nassau County and/or Suffolk County, and not in Albany County, and that the automobile collision shops and towing companies who were respondents were located in the City of New York, Westchester County, Nassau County and/or Suffolk County and not Albany County.

50. The only nexus between the petitioners and respondent was with counties other than Albany County, except, as part of the scheme perpetrated by Defendants, the Defendants caused the filing of thousands of lawsuits and proceedings in Albany County where the Defendants’ law offices were and are located.

51. Upon information and belief, the only reason why Defendants caused the filing of thousands of lawsuits and proceedings in Albany County and not in Kings County,

Queens County, Bronx County, Nassau County, Suffolk County and Richmond County was to cause the respondent automobile collision shops and towing companies which were and are located in the City of New York, Westchester County, Nassau County and/or Suffolk County to either (i) have to engage counsel in Albany County, New York at a hardship expense to the small business respondent automobile collision shops and towing companies, (ii) have their local New York City area counsel travel to Albany County, New York, at a hardship expense to the small business respondent automobile collision shops and towing companies, or (iii) lose by default by failing to show up in Court in Albany County, New York, which was often the case as the small business respondent automobile collision shops and towing companies including Plaintiff could not afford the costs of litigation the validity of a garageman's lien.

52. Defendants would file orders to show cause in Supreme Court of the State of New York in Albany County, which required the appearance of the small business respondent automobile collision shops and towing companies including Plaintiff who filed garageman's liens against vehicles towed and stored pursuant to the rates permitted by the New York City Department of Consumer and Worker Protection, under the DARP Program and other New York City towing programs.

53. Defendants' practice of naming the New York State Department of Motor Vehicles, as a respondent in all or nearly all of the litigation that was commenced by Defendants on behalf of their clients, including but not limited to Defendants' Clients set forth in paragraph "46" of this Complaint, was designed to cause the small business respondent automobile collision shops and towing companies to not respond to the orders to show cause filed by Defendants on behalf of their clients because the amounts usually which

were owed to Plaintiff and other automobile collision shops and towing companies located in New York City and Nassau and Suffolk County were for hundreds of dollars to a few thousand dollars for towing and storage, much less than what the cost to litigate and defend the actions commenced by Defendants on behalf of their clients.

AS AND FOR A FIRST CLAIM FOR RELIEF
28 U.S.C. §1692, et.seq. (Fair Debt Collection Practices Act)

54. Plaintiff repeats, realleges and incorporates by reference paragraphs “1” through “53” above as if fully set forth herein.

55. Defendants are debt collectors.

56. Defendants are debt collectors who attempt to collect debts for Defendants’ clients, from the owners and/or lessees of the vehicles which are towed by Plaintiff and towing companies, and repaired by automobile collision shops in New York City, Nassau County, Suffolk County and Westchester County.

57. Plaintiff and other towing companies and automobile collision shops are the holders of the chattel, to wit: Motor Vehicles, which were towed at the request of the New York City Police Department, and in order for Defendants’ clients to recover the debts owed by the consumers, Defendants engage in a practice of filing proceedings in Albany County, New York, instead of the county where the chattel is located or where the holder of the chattel is located in the New York City, Nassau County, Suffolk County and Westchester County.

58. The conduct by Defendants is violation of the Fair Debt Collection Practices Act.

59. Defendants engaged in acts prohibited by the Fair Debt Collection Practices Act.

60. Defendants communicated with Plaintiff and the owners and lessees of the motor vehicles which Plaintiff possessed and other towing companies and automobile collision shops located in the New York City, Nassau County, Suffolk County and Westchester County, to attempt to retrieve motor vehicles from Plaintiff and other towing companies and automobile collision shops located in the New York City, Nassau County and/or Suffolk County without the payment of towing charges and storage fees.

61. Defendants' conduct by filing proceedings in the Supreme Court of the State of New York, Albany County, New York by naming the New York State Department of Motor Vehicles not a necessary, not an indispensable and not a proper party, as a respondent to improperly obtain venue in Albany County, was and is unfair and used and uses unscionable means to collect or attempt to collect a debt.

62. Defendants violated the Fair Debt Collection Practices Act by filing proceedings in the Supreme Court of the State of New York, Albany County, New York against Plaintiff and towing companies and automobile collision shops located in the New York City, Nassau County and/or Suffolk County

63. Defendants have caused the commencement of hundreds or thousands of lawsuits and/or special proceedings in the Supreme Court of the State of New York, County of Albany under New York Lien Law 201-a to vacate garageman's liens filed by automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County, when the Plaintiff and the defendant automobile collision shops and towing companies have no nexus to New York's Albany County.

64. In order to obtain venue in New York's Albany County, Defendants cause the name the New York State Department of Motor Vehicles to be stated as a party defendant or respondent to the hundreds of proceedings that are brought on behalf of Defendants' clients under New York Lien Law 201-a against automobile collision shops and towing companies located in New York City.

65. The New York State Department of Motor Vehicles is never a necessary party to the hundreds of proceedings that are brought on behalf of Defendants' clients under New York Lien Law 201-a against automobile collision shops and towing companies located in New York City, and the New York State Department of Motor Vehicles are only named by Defendants as party defendants solely to permit Defendants to obtain venue in Albany County.

66. The commencement and the maintaining of proceedings in the Supreme Court of the State of New York in Albany County, New York has caused hardships to the Plaintiff and to the hundreds or thousands of automobile collision shops and towing companies located in New York City named as respondents in the proceedings that Defendants have filed on behalf of their clients under New York Lien Law 201-a the Plaintiff and hundreds or thousands of automobile collision shops and towing companies located in New York City, as it results in the clients of Defendants obtaining default judgments, because the costs, fees, attorneys' fees, travel expenses, hotel expenses, etc. that the Plaintiff and the automobile collision shops and towing companies located in New York City named as respondents in the proceedings that Defendants have filed on behalf of their clients under New York Lien Law 201-a have to incur are often greater than the amount of the garageman's lien that the

Plaintiff and/or the automobile collision shops and towing companies located in New York City that are claims in such liens.

67. Defendants have engaged in a practice and strategy of suing in the Supreme Court of the State of New York, Albany County, the hundreds or thousands of automobile collision shops and towing companies located in New York City to cause the Plaintiff and the hundreds or thousands of automobile collision shops and towing companies located in New York City not defending the proceedings, because the proceedings are brought in Supreme Court of the State of New York, Albany County.

68. The venue of Albany County for suing Plaintiff and other automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County is not proper.

69. Defendants operate a scheme and practice to cause their clients to obtain judgments against entities, including automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County by filing proceedings in Albany County by improperly naming the New York State Department of Motor Vehicles as a party respondent.

70. Defendant Rudolph Meola was on notice that his filing of proceedings against New York City based towing companies and automobile collision shops was improper and that naming the New York State Department of Motor Vehicles as a respondent was improper to circumvent the Civil Practice Law and Rules.

71. By reason of the foregoing, Plaintiff has been damaged and demands judgment against Defendants in an amount to be determined at trial but anticipated to be no less than \$250,000, plus interest, costs, disbursements and attorney's fees.

AS AND FOR A SECOND CLAIM FOR RELIEF
New York General Business Law §349

72. Plaintiff repeats, realleges and incorporates by reference paragraphs “1” through “71” above as if fully set forth herein.

73. Plaintiff is entitled to the protection afforded under Article 22-A of the New York General Business Law (“GBL”).

74. The acts and practices herein set forth were deceptive, misleading, and fraudulent. As a result of such practices, Plaintiffs and the other members of the Class were injured, suffered damages—including both economic and noneconomic damages—and are entitled to relief as provided for by GBL § 349(h).

75. GBL § 349 provides that “[d]eceptive acts or practices in the conduct of any business, trade or commerce or in the furnishing of any service in [New York] are hereby declared unlawful.”

76. By reason of the foregoing, Plaintiff has been damaged and demands judgment against Defendants in an amount to be determined at trial but anticipated to be no less than \$250,000, plus interest, costs, disbursements and attorney’s fees.

AS AND FOR A THIRD CLAIM FOR RELIEF
15 USC §1, et.seq.

77. Plaintiff repeats, realleges and incorporates by reference paragraphs “1” through “76” above as if fully set forth herein.

78. Defendants obtained the business from their clients because law firms that would have had to file lawsuits against automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County in the proper county, to wit: where the towed vehicle was located or where the principal place

of business of the against automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County could not compete with Defendants whose improper actions were beneficial to the clients of the Defendants, causing the clients of the Defendants to use the legal services of Defendants to invalidate garageman's liens.

79. By reason of the foregoing, Plaintiff has been damaged and demands judgment against Defendants in an amount to be determined at trial but anticipated to be no less than \$250,000, plus interest, costs, disbursements and attorney's fees.

80. There was and is adverse effect on competition in the marketplace as the Defendants' actions have caused and continue to cause an adverse effect on competition, because other law firms cannot compete with Defendants, who name the New York State Department of Motor Vehicles as respondents to invalidate garageman's liens filed by Plaintiff and other automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County.

81. Towing companies located in New York City tow vehicles at the request of the New York City Police Department under the DARP Program, and when garageman's liens are filed by Defendants for their clients, the automobile collision shops and towing companies located in the located in the City of New York, Westchester County, Nassau County and/or Suffolk County are unable to collect the fees for the services provided due to Defendants' conduct, which results in harm to the automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County and increases in costs to other consumers as the monetary losses sustained by automobile collision shops and towing companies located in the City of New York,

Westchester County, Nassau County and/or Suffolk County have to be recouped from higher prices for towing and/or storage services and other fees charged to consumers.

82. Upon information and belief, Defendants have conspired with the clients named as petitioners in the proceedings that Defendants caused to be filed in the Supreme Court of the State of New York, County of Albany.

83. Most of the automobile lessors and finance companies utilize the services of Defendants because they know that with the Defendants' strategy of filing proceedings in the Supreme Court of the State of New York, County of Albany, solely based on venue being in Albany County by the naming of the New York State Department of Motor Vehicles as a respondent against downstate automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County, they will be successful.

84. Defendants have caused a restraint in trade in violation of Section 1 of the Sherman Act, 15 U.S.C. §1, et. Seq.

85. Defendants along with their clients engaged in a practice which restrained trade.

86. Upon information and belief, the Defendants' clients who sue the downstate automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County know that venue is improper in Albany County, and the Defendants' clients named as petitioners along with Defendants knowingly file the proceedings in Supreme Court of the State of New York, County of Albany.

87. By reason of the foregoing, Plaintiff has been damaged and demands judgment against Defendants in an amount to be determined at trial but anticipated to be no less than \$250,000, plus interest, costs, disbursements and attorney's fees.

AS AND FOR A FOURTH CLAIM FOR RELIEF
For Abuse of Process

88. Plaintiff repeats, realleges and incorporates by reference paragraphs "1" through "87" above as if fully set forth herein.

89. Defendants issued process to Plaintiff and to automobile collision shops and towing companies located in the City of New York, Westchester County, Nassau County and/or Suffolk County with the intent to harm without excuse or justification in order to obtain a collateral objective that is outside the legitimate ends of the process by Defendants causing their clients to commence actions and/or proceedings in Supreme Court of the State of New York, County of Albany by improperly naming the New York State Department of Motor Vehicles as a party respondent.

90. Upon information and belief, the New York State Department of Motor Vehicles did not appear in any actions brought by Defendants on behalf of their clients set forth in paragraph "6" of this complaint.

91. Upon information and belief, Defendants have never filed a motion for a default judgment against the New York State Department of Motor Vehicles for their failure to appear, and/or file an answer or motion in the cases set forth in paragraph "6" of this complaint.

92. By reason of the foregoing, Plaintiff has been damaged and demands judgment against Defendants in an amount to be determined at trial but anticipated to be no less than \$250,000, plus interest, costs, disbursements and attorney's fees.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

A. On the First Claim for Relief, judgment against Defendants in an amount to be determined at trial but anticipated to be no less than \$250,000, plus interest, costs, disbursements and attorney's fees;

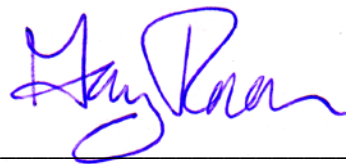
B. On the Second Claim for Relief, judgment against Defendants in an amount to be determined at trial but anticipated to be no less than \$250,000, plus interest, costs, disbursements and attorney's fees;

C. On the Third Claim for Relief, judgment against Defendants in an amount to be determined at trial but anticipated to be no less than \$250,000, plus interest, costs, disbursements and attorney's fees;

D. On the Fourth Claim for Relief, judgment against Defendants in an amount to be determined at trial but anticipated to be no less than \$250,000, plus interest, costs, disbursements and attorney's fees; and

A. granting such other relief as may be proper.

Dated: October 6, 2023
Great Neck, New York



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